

INVITATION FOR BID  
No. J09060

TO FURNISH RECORDS STORAGE AND  
RETRIEVAL SERVICES OF  
COURT DOCUMENTS FOR THE  
SECOND JUDICIAL CIRCUIT  
The Judiciary, State of Hawaii

**NOTE:** If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

SEPTEMBER 2008

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided**. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration or Request for Copy of Solicitation

**Submit FAX or E-MAIL to:** FAX No.: (808) 538-5802  
E-mail Address: [kathie.g.kim@courts.state.hi.us](mailto:kathie.g.kim@courts.state.hi.us)

### Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- FAX number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)
- Name of Contact Person
- E-mail Address

## THE JUDICIARY, STATE OF HAWAII INVITATION FOR BID NO. J09060

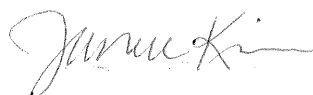
Competitive sealed bids to  
FURNISH RECORD STORAGE AND RETRIEVAL SERVICES  
OF COURT DOCUMENTS FOR THE SECOND JUDICIAL CIRCUIT  
will be received up to and opened at 2:00 p.m. (HST) on

October 7, 2008

AT

The Judiciary  
Financial Services Division  
Kauikeaouli Hale  
1111 Alakea Street., 6<sup>th</sup> Floor  
Honolulu, Hi 96813-2807

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www4.hawaii.gov/jud/>) And must be accordance with the accompanying instructions. Questions relating to this solicitation may be directed to Kathleen Kim, telephone (808) 538-5805, Fax (808) 538-5802 or e-mail at [kathie.g.kim@courts.state.hi.us](mailto:kathie.g.kim@courts.state.hi.us).



Janell Kim  
Financial Services Administrator

SECTION ONE SPECIFICATIONS .....	Page 1
1.1. SCOPE .....	Page 1
1.2. DESCRIPTION OF WORK .....	Page 1

SECTION TWO SPECIAL PROVISIONS .....	Page 6
2.1. SCOPE .....	Page 6
2.2. OFFICER-IN-CHARGE .....	Page 6
2.3. TERM OF CONTRACT .....	Page 6
2.4. PRICE ADJUSTMENT .....	Page 6
2.5. OFFEROR QUALIFICATION .....	Page 7
2.6. OFFER PREPARATION .....	Page 8
2.7. SUBMISSION OF PROPOSAL .....	Page 9
2.8. CONTRACT AWARD .....	Page 9
2.9. INSURANCE .....	Page 11
2.10. MODIFICATION .....	Page 12
2.11. JOINT CONTRACTORS .....	Page 12
2.12. CONTRACT EXECUTION .....	Page 12
2.13. REMOVAL OF CONTRACTOR'S EMPLOYEE .....	Page 12
2.14. INSPECTIONS .....	Page 12
2.15. INVOICING AND PAYMENT .....	Page 13
2.16. COMPUTERIZED RECORD RETRIEVAL SYSTEM .....	Page 13
2.17. REPORTING .....	Page 13
2.18. OTHER SPECIAL PROVISIONS .....	Page 13
2.19.1. Schedule of Payments .....	Page 13
2.19.2. Termination for Cause .....	Page 14
2.19.3. Liquidated Damages .....	Page 14
2.19.4. Interpretation of Provisions .....	Page 15
2.19.5. Conflicts and Variations .....	Page 16

SECTION THREE - OFFER FORM .....	Page 17
----------------------------------	---------

#### ATTACHMENTS:

Exhibits

General Conditions

Procedural Requirements

Information on Taxes

Application for Tax Clearance

Certificate of Compliance

## **SECTION ONE SPECIFICATIONS**

### **1.1. SCOPE**

Work included in this contract shall consist of FURNISHING RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE SECOND JUDICIAL CIRCUIT. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such services.

Contractor shall provide facilities for the storage of court documents and services to retrieve and refile documents as necessary.

Storage space and retrieval services shall be provided for a two (2) year eight (8) month period beginning on November 1, 2008 (anticipated) through June 30, 2011. The start date may be altered depending on the time needed to remove and relocate records from the present storage locations, to inspect and evaluate the records storage facilities and to review the bids.

### **1.2. DESCRIPTION OF WORK**

#### **1.2.1. TRANSPORTATION OF RECORDS TO NEW LOCATION**

- A. Contractor shall relocate and transport records from the present storage location at 181 Alamaha Street, Kahului, HI 96732 and 2145 & 2050 Main Street to the new storage site.
  - 1. All costs for the relocation and transporting of the files/documents from the current storage location and respective offices of the Second Judicial Circuit shall be included in the Bid Price.
  - 2. Arrangements for the relocation of files shall be coordinated through the Officer-in-Charge.

#### **1.2.2. STORAGE SPACE**

- A. Contractor shall provide a minimum of 3,500 Cubic feet to store active & inactive, retrievable records.
- B. Records/files while stored, shall be grouped together by their respective offices within the storage area.
- C. Storage space of active and inactive files may either be combined or separated as long as both areas are within easy access to each other.

- D. Contractor shall provide a drawing or layout of the proposed storage area and submit it with the Bid Proposal.

### **1.2.3. FACILITIES**

- A. The facility shall have a minimum, locked doors, fenced in grounds, and a motion detection alarm system.
- B. Locks should be of such quality that they cannot be cut with bolt cutters or other devices used by burglars.
- C. Key access to the locks must be restricted and controlled.
- D. The facility shall have safety measures and equipment to prevent and guard against fire (ie. Sprinkler system, fire extinguishers, fire alarms, smoke detectors)
- E. Substitutes are permitted, but must be requested in writing and approved prior to the due date of this proposal. Requests for substitutions shall be submitted to the Second Circuit, 2145 Main Street, Room 137, Wailuku, Hi 96793, Attn: Colin Fukuda.

### **1.2.4. PERSONNEL ACCESS**

- A. The records storage area shall have restricted access. Only authorizes company personnel and authorized representatives of the Judiciary shall be allowed access. The general public shall not have access to the area.

### **1.2.5. RECORDS STORAGE, RETRIEVAL AND INVENTORY**

- A. Contractor shall provide a system to store, file, retrieve and refile documents as approved by the Officer-in-Charge. Inventory records shall be maintained by separate departments.
- B. Records shall be made available during normal business hours, 7:45 a.m. to 4:30 p.m., Monday through Friday, excluding State holidays.
- C. Daily record retrieval may be required at an estimate of one time per day.
  - 1. The Judiciary shall contact the Contractor no later than 10:30 a.m. and provide a listing of files/boxes to be retrieved and delivered the same day.
- D. With prior notification as mutually agreed upon between the Officer-in-Charge and the Contractor, Judiciary personnel shall have same-day access to records.

E. Rush Retrievals

1. With sufficient notification as mutually agreed upon between the Officer-in-Charge and the Contractor, the Contractor shall provide "rush" retrieval services in order to deliver the documents on the same day as requested.
2. The Judiciary reserves the right to increase the number of monthly "rush" retrievals and shall be billed according to the number of files/boxes actually retrieved and delivered.
3. Contractor shall provide "Emergency Service Retrievals" 24 hours a day, 7 days a week.

F. Miscellaneous

1. Contractor shall have an operational computerized record retrieval system. The computerized record retrieval system shall be capable of performing search requests and inventory reporting records. The computerized record retrieval system will be inspected and deemed operational by the Officer-in-Charge prior to the award of the bid.
2. Detailed computerized inventory reports for each individual office: Circuit Court, District Court, Family Court, Adult Client Services & Maui Drug Court will be provided by the Contractor quarterly or as requested by the Judiciary.
3. Contractor shall provide bar coded labels in advance for affixing onto storage boxes for inventory record keeping purposes.

**1.2.6. PICK UP AND REFILING OF DOCUMENTS**

- A. Contractor shall pick up previously delivered documents and return them to the storage facility for refileing.
  1. These documents may be picked up when the Contractor delivers newly requested records or as arranged by and agreed upon by the Contractor and the Officer-in-Charge.
- B. Contractor shall be responsible for refileing documents in its proper place.
- C. Retrieved records shall be refiled within twenty four (24) hours upon its return to the storage facility.
  1. The Judiciary reserves the right to increase or decrease the number of files/boxes to be picked up and refiled.

**1.2.7. DESTRUCTION SERVICES**

- A. Contractor shall destroy court documents, upon request in writing by the Officer-in-Charge or their designee. If off-site destruction services are utilized, Contractor shall ensure confidentiality of records and provide a Certificate of Destruction as proof of destruction.
- B. The Judiciary reserves the right to increase or decrease the number of boxes of documents to be destroyed each month and shall be billed according to the actual number of boxes destroyed.

**1.2.8. STORAGE BOXES**

- A. Contractor shall provide storage boxes to the Judiciary and shall be billed accordingly.

**1.2.9. AUTHORIZED COURT PERSONNEL**

- A. A preapproved list shall be provided to the Contractor identifying authorized Judiciary personnel with accompanying signatures. Access shall be permitted to only those persons on the list whose signatures match and provide a current Judiciary photo identification.

**1.2.10. DELIVERY OF DOCUMENTS**

- A. All documents retrieved for the Second Judicial Circuit shall be delivered to the respective offices.

**1.2.11. SITE MAINTENANCE**

- A. Contractor shall keep the storage area clean and free of debris and litter. A monthly rodent and pest control program will be provided by the Contractor.
- B. Contractor shall arrange files in an organized, neat and orderly manner.
- C. Should maintenance of the storage area be unacceptable by the Officer-in-Charge, or their designee, the Contractor shall make every effort to rectify the problem until approved by the Officer-in-Charge, or their designee.
- D. The Contractor shall enforce strict prohibitions against infestations. No cartons will be accepted from a client unless they are free of infestation.
- E. The Contractor will provide in-house or on-site fumigation services for client record cartons if and when required.

**1.2.12. INVOICING AND PAYMENT**

- A. Contractor will provide separate billings monthly for each individual office: Circuit Court, District Court, Family Court, Adult Client Services and Maui Drug Court.
- B. Contractor shall provide a detailed listing of current storage inventory and all transactions occurring during the month to support the monthly invoices.

**END OF SECTION**



## SECTION TWO SPECIAL PROVISIONS

### 2.1. SCOPE

Work included in this contract shall consist of FURNISHING RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE VARIOUS PROGRAMS OF THE SECOND JUDICIAL CIRCUIT. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions and Procedural Requirements.

### 2.2. OFFICER-IN-CHARGE

The following individuals, acting either directly or through authorized representatives, are designated Officers-In-Charge of their respective programs.

<u>Officer-In-Charge</u>	<u>Office/Program</u>	<u>Phone No.</u>
Anne Jinnai	Circuit Court	244-2999
Anne Jinnai	District Court	244-2999
Juliette Yip	Family Court	244-2765
Ernest Delima	Adult Client Services	442-3800
Barbara Ann Keller	Maui Drug Court	442-3850

### 2.3. TERM OF CONTRACT

The Contractor shall enter into a contract to furnish services as specified in this Bid Proposal for a period of two (2) years, eight (8) months commencing on November 1, 2008 (anticipated). Unless terminated, and subject to availability of funds, this contract may be extended for three (3) additional twelve (12) month periods, without rebidding, upon mutual agreement in writing between the Judiciary and the Contractor prior to the end of the initial contract term. In the event this contract is extended beyond the initial contract term, all terms and conditions relating to the Contractor's obligations, as stipulated in these specifications, shall be in force. The contract may be extended provided the monthly contract price for the extended period remains the same as the previous year's, adjusted as set forth in the Price Adjustment provision or is negotiated and mutually agreed upon by each party. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. All contract extensions are subject to the availability of funds.

### 2.4. PRICE ADJUSTMENT

Prices offered shall remained fixed for the initial year of the contract period. There may be a price increase/adjustment to the subsequent years of the contract, based upon an increase in the Consumer Price Index-Urban (CPI-U) Honolulu, Hawaii, for all items. The current CPI-U figure for Honolulu, which is as of the first half of 2008, is 227.33.

This number shall be used as a baseline for a price increase for the subsequent years of the contract period, if any. If the applicable CPI-U decreases, no increase will be allowed and there shall be no decrease in contract price. Prices shall remain fixed for each subsequent year.

Price increase for a contract extension period, if mutually agreed upon, shall be based upon an increase in the Consumer Price Index-Urban (CPI-U) for Honolulu, Hawaii, for all items. The current CPI-U figure for Honolulu, which is as of the first half of 2008, is 227.33. This number shall be used as a baseline for a price increase for the first contract extension period, if any. If the applicable CPI-U decreases, no increase will be allowed and there shall be no decrease in contract price. Price increase for the 1<sup>st</sup> extension period (7/1/11 - 6/30/12) shall be based on the percentage increase between the current CPI-U (227.33) and the CPI-U for the first half of 2011. Price increase for the 2<sup>nd</sup> extension period (7/1/12 - 6/30/13) shall be based on the percentage increase between the CPI-U in the first half of 2012 and the CPI-U for the first half of 2013. Price increase for the 2<sup>nd</sup> extension period (7/1/13 - 6/30/14) shall be based on the percentage increase between the CPI-U in the first half of 2012 and the CPI-U for the first half of 2013. Prices for each extension period shall remain fixed for that extension period.

<u>Contract Period</u>	<u>CPI-U</u>	<u>Price Change Effective date</u>
11/1/08 - 6/30/09	227.33	No price change
7/1/09 - 6/30/10 (applicable only if there is an increase)	Percentage increase 227.33 and index for 1 <sup>st</sup> half of 2009	7/1/09
7/1/11 - 6/30/12 (applicable if no increase during the initial contract)	Percentage increase 227.33 and index for 1 <sup>st</sup> half of 2011	7/1/11

## 2.5. OFFEROR QUALIFICATION

- a. **Experience.** Offeror shall have at a minimum three (3) consecutive years file storage and retrieval experience in the State of Hawaii. Offeror shall have a minimum 2 years experience with their operational computerized record retrieval system at time of bid opening. Offeror shall include in bid proposal the type of computerized record retrieval system used. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.
- b. **References.** Offeror will list at least two (2) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has furnished services that are similar in nature and/or volume to services specified herein, that will qualify Offeror to perform the project. The Judiciary reserves the right to contact the

references provided, and the Judiciary reserves the right to reject the bid submitted by any offeror who has not performed printing that is similar in nature and volume to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory or are not comparable to the nature and volume of services specified herein.

- c. **Local Representative.** Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall meet with the Judiciary and be available, accountable, and be responsible for the file storage and retrievals services for the entire duration of job. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

## 2.6. **OFFER PREPARATION**

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

- A. **Legal Name.** Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- B. **Offer Price.** Offer price shall include all costs required to furnish record storage and retrieval services of court documents to the Second Judicial Circuit as outlined in these Specifications. Bid price shall include any miscellaneous costs, all applicable taxes including Hawaii General Excise Tax, and any and all other costs incurred for this project.
- C. **Proposal Guarantee.** A Proposal Guarantee is NOT required for this Bid Proposal.
- D. **Contract Bond.** A Contract Bond is not required for this project.
- E. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

## 2.7. SUBMISSION OF PROPOSAL

Offerors shall submit 1 original and 2 copies of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on OCTOBER 7, 2008, to:

The Judiciary, State of Hawaii  
Fiscal and Support Services Office  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Kathleen Kim

PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

## 2.8. CONTRACT AWARD

- A. Method of Award.** Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest TOTAL BID AMOUNT to furnish records storage and retrieval services of court documents for the Second Judicial Circuit. Offeror must bid on all items to be considered for award.
- B. Requirement for Award.** To be eligible for award, the lowest responsive Offeror will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

### a. Hawaii Compliance Express

Alternatively, instead of applying for separate certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a "Certificate of Vendor Compliance." The HCS expedites the process in applying for and provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the individual paper

certificates as instructed in the following sections below.

**b. Tax Clearance**

Pursuant to §103D-328, HRS, the successful OFFEROR shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

The tax clearance certificate may be obtained from the following site:  
<http://www.hawaii.gov/tax/current/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

**c. Certificate of Compliance**

Pursuant to §103D-310(c), HRS, the successful OFFEROR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The application for the certificate is the responsibility of the OFFEROR, and must be submitted directly to the DLIR. and not the Judiciary.

**d. Certificate in Good Standing**

To be eligible for award, the OFFEROR must comply as follows:

**Hawaii Business**. A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. An OFFEROR's status as sole proprietor or other business entity and its business street address indicated on the Offer Form (OF-1) will be used to confirm that the OFFEROR is a Hawaii business.

**Compliant non-Hawaii business**. A business entity referred to as a "compliant non Hawaii Business" is not incorporated or organized under the laws of the State of Hawaii

but is registered to do business in the State. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com) and follow the prompt instructions. To register or obtain a "*CERTIFICATE OF GOOD STANDING*" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "*CERTIFICATE OF GOOD STANDING*" is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. Offerors are advised that there are costs associated with registering (\$25.00 - \$100.00) and obtaining a "*CERTIFICATE OF GOOD STANDING*" (\$25.00) from the DCCA.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the Judiciary as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Final Payment Requirements.** In addition to a tax clearance certificate an original "*CERTIFICATE OF GOOD STANDING for FINAL PAYMENT*" (SPO Form 22) will be required for final payment. A copy of the form is also available at: <http://www2.hawaii.gov/StateFormsFiles/Form22.pdf>

## **2.9. INSURANCE**

- A.** The Contractor shall provide automobile and comprehensive general liability insurance including personal injury and property damage for all labor employed in performing services under this contract.

The Contractor shall, at his own expense, procure and maintain insurance acceptable to the Judiciary in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverages:

1. Automobile Liability Insurance, with minimum limits of not less than \$300,000 per person for bodily injury or death and not less than \$50,000 in any occurrence for property damage.
2. General Liability Insurance, with minimum limits of not less than \$100,000 for bodily injury or death to one person and not less than \$300,000 for bodily injuries or death to more than one person in any occurrence, and not less than \$50,000 and \$100,000 aggregate for damages to property in any occurrence.
3. Worker's Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees

working in any capacity in executing the contract.

Insurance policies shall include a proviso whereby the insurer shall notify the Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured and shall be written by insurance companies licensed to do business in the State.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful Offeror shall provide proof of coverage of insurance requirements set forth under this section.

## **2.10. MODIFICATION**

Prior to the beginning of work, modifications to these Specifications and Special Provisions may be made by mutual agreement between the Contractor and the Judiciary through the Officer-in-Charge. A written Memorandum of Understanding, signed by both parties and detailing the modifications, shall be forwarded to the Office of the Administrative Director of the Courts, Financial Services Division, 1111 Alakea Street, 6<sup>th</sup> Floor, Honolulu, HI 96813, attention: Kathleen Kim.

## **2.11. JOINT CONTRACTORS**

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

## **2.12. CONTRACT EXECUTION**

Successful Offeror receiving award over \$25,000 shall be required to enter into a formal written contract.

## **2.13. REMOVAL OF CONTRACTOR'S EMPLOYEE**

The Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officers-in Charge.

## **2.14. INSPECTIONS**

All services provided shall be subject to inspection and approval by the Officer-In-Charge or a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. They may require additional information as necessary.

## **2.15. INVOICING AND PAYMENT**

Contractor shall submit separate invoices for each individual office at the addresses listed below.

### Second Circuit Court and District Court:

Second Circuit Court  
Ms. Anne Jinnai  
2145 Main Street, Room 137  
Wailuku, HI 96793-1679

### Family Court:

Second Circuit Court, Family Court  
Ms. Juliette Yip  
2145 Main Street, Room 206  
Wailuku, HI 96793-1679

### Adult Client Services:

Second Circuit Court, Adult Client Services  
Mr. Ernest Delima  
2050 Main Street, 2<sup>nd</sup> Floor  
Wailuku, HI 96793

### Maui Drug Court:

Second Circuit Court, Maui Drug Court  
Barbara Ann Keller  
2050 Main Street, Room 1C  
Wailuku, HI 96793

## **2.16. COMPUTERIZED RECORD RETRIEVAL SYSTEM**

Contractor shall have an existing operational computerized record retrieval system. The computerized record retrieval system must be capable to perform search requests and inventory reporting upon request. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

## **2.17. REPORTING**

The Contractor shall have provide a quarterly summary report, to each individual office (Circuit Court, Family Court, District Court and Maui Drug Court), of all records in storage and the number of retrieval and deliveries made during that period.

The report shall be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter.

The format of the report shall be agreed upon between the Officers-in Charge and the Contractor.



## **2.18. OTHER SPECIAL PROVISIONS**

### **2.18.1. Schedule of Payments**

Payment shall be made to the Contractor at the contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed the required services as evidenced by receipt of documents detailing performance of service and reported discrepancies and corrective action. For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period.

### **2.18.2. Termination for Cause**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.

6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

#### **2.18.3. Liquidated Damages**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

#### **2.18.4. Interpretation of Provisions**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

**2.18.5. Conflicts and Variations**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

**END OF SECTION**

**SECTION THREE - OFFER FORM**

**TO FURNISH RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT  
DOCUMENTS FOR THE SECOND JUDICIAL CIRCUIT  
THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

\_\_\_\_\_, Hawaii

\_\_\_\_\_, 20\_\_\_\_

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to FURNISH RECORDS STORAGE AND RETRIEVAL SERVICES OF COURT DOCUMENTS FOR THE SECOND JUDICIAL CIRCUIT, THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_)

The undersigned represents: **(Check ☒ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (**Hawaii street address**): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized Original Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

The following proposal is hereby submitted for all of the work listed below, to furnish records storage and retrieval services of court documents for the Second Judicial Circuit:

# **I. Bid Amount**

## **A. CIRCUIT COURT**

CIRCUIT COURT		Cost per Unit/Month		11/1/08 - 6/30/09	7/1/09- 6/30/10	7/1/10- 6/30/11
1	Relocation & Transportation Costs (relocate files from existing location and 2145 Main Street) (Estimate 1,650 boxes)					
2	Storage Cost for Active & Inactive files/boxes	Unit				
		Month				
3	Addition of boxes/files (estimate 25 per month)	Unit				
		Month				
4	File retrieval/refile (estimate 55 per month)	Unit				
		Month				
5	File pick up/delivery (estimate 36/ month) (minimum charge 4/ month)	Unit				
		Month				
6	"RUSH retrievals (estimate 1 per month)	Unit				
		Month				
7	Destruction Services (estimate 5 boxes per month)	Unit				
		Month				
8	Purchase of Storage Boxes (estimate 10 per month)	Unit				
		Month				
9	Other Expenses (if any) Specify Item and cost:					
CIRCUIT COURT SUBTOTAL COST						

## B. DISTRICT COURT

DISTRICT COURT		Cost per Unit/Month		11/1/08 - 6/30/09	7/1/09- 6/30/10	7/1/10- 6/30/11
1	Relocation & Transportation Costs (relocate files from existing location and 2145 Main Street)(estimate 850 boxes)					
2	Storage Cost for Active & Inactive files/boxes	Unit				
		Month				
3	Addition of boxes/files (estimate 1 per month)	Unit				
		Month				
4	File retrieval/refile (estimate 5 per month)	Unit				
		Month				
5	File pick up/delivery (estimate 6 per month) (minimum charge 4 per month)	Unit				
		Month				
6	"RUSH retrievals (estimate 1 per month)	Unit				
		Month				
7	Destruction Services (estimate 3 boxes per month)	Unit				
		Month				
8	Purchase of Storage Boxes (estimate 5 per month)	Unit				
		Month				
9	Other Expenses (if any) Specify Item and cost:					
DISTRICT COURT		SUBTOTAL COST				

### C. FAMILY COURT

FAMILY COURT		Cost per Unit/Month	11/1/08 - 6/30/09	7/1/09- 6/30/10	7/1/10- 6/30/11
1	Relocation & Transportation Costs (relocate files from existing location and 2145 Main Street)(estimate 230 boxes)				
2	Storage Cost for Active & Inactive files/boxes	Unit			
		Month			
3	Addition of boxes/files (estimate 30 per month)	Unit			
		Month			
4	File retrieval/refile (estimate 45 per month)	Unit			
		Month			
5	File pick up/delivery (estimate 65 per month) (minimum charge 3 per month)	Unit			
		Month			
6	"RUSH retrievals (estimate 1 per month)	Unit			
		Month			
7	Destruction Services (estimate 5 boxes per month)	Unit			
		Month			
8	Purchase of Storage Boxes (estimate 20 per month)	Unit			
		Month			
9	Other Expenses (if any) Specify Item and cost:				
	<b>FAMILY COURT SUBTOTAL COST</b>				



## D. ADULT CLIENT SERVICES

ADULT CLIENT SERVICES		Cost per Unit/Month	11/1/08 -6/30/09	7/1/09-6/30/10	7/1/10-6/30/11
1	Relocation & Transportation Costs (relocate files from existing location and 2050 Main Street) (estimate 175 boxes)				
2	Storage Cost for Active & Inactive files/boxes	Unit			
		Month			
3	Addition of boxes/files (estimate 5 per month)	Unit			
		Month			
4	File retrieval/refile (estimate 15 per month)	Unit			
		Month			
5	File pick up/delivery (estimate 3 per month) (minimum charge 1 per month)	Unit			
		Month			
6	"RUSH retrievals (estimate 1 per month)	Unit			
		Month			
7	Destruction Services (estimate 3 boxes per month)	Unit			
		Month			
8	Purchase of Storage Boxes (estimate 5 per month)	Unit			
		Month			
9	Other Expenses (if any) Specify Item and cost:				
ADULT CLIENT SERVICES		SUBTOTAL COST			

## E. MAUI DRUG COURT

MAUI DRUG COURT		Cost per Unit/Month		11/1/08 -6/30/09	7/1/09-6/30/10	7/1/10- 6/30/11
1	Relocation & Transportation Costs (relocate files from existing location and 2050 Main Street) (estimate 25 boxes)					
2	Storage Cost for Active & Inactive files/boxes	Unit				
		Month				
3	Addition of boxes/files (estimate 1 per month)	Unit				
		Month				
4	File retrieval/refile (estimate 3 per month)	Unit				
		Month				
5	File pick up/delivery (estimate 1 per month) (minimum charge 1 per month)	Unit				
		Month				
6	"RUSH retrievals (estimate 1 per month)	Unit				
		Month				
7	Destruction Services (estimate 3 boxes per month)	Unit				
		Month				
8	Purchase of Storage Boxes (estimate 5 per month)	Unit				
		Month				
9	Other Expenses (if any) Specify Item and cost:					
<b>MAUI DRUG COURT SUBTOTAL COST</b>						

**SUMMARY OF BID:**

		11/1/08-6/30/09	7/1/09-6/30/10	7/1/10 -6/30/11	Total
A	CIRCUIT COURT				
B	DISTRICT COURT				
C	FAMILY COURT				
D	ADULT CLIENT SVCS				
E	MAUI DRUG COURT				
<b>Total Bid Amount</b> (Total amount should agree with bid price on page 1 of Bid Proposal and shall include all applicable taxes)					

**II. Additional Information****A. JOINT CONTRACTORS/SUBCONTRACTORS**

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor to fabricate, print and deliver court file folders.

Subcontractor Name	Address	Phone/Fax/Email

B. REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished file folders and performed or is currently performing services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company / Agency Contact	Address	Phone/Fax/email

C. NAME OF AUTHORIZED LOCAL SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email